

**DEED OF SALE BY PERSONAL REPRESENTATIVE
(Testate)**

**TRANSFER
TAX
PAID**

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KNOW ALL MEN BY THESE PRESENTS,

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THAT, SEREEEN TAYLOR, of Waterville, County of Kennebec and State of Maine, whose address is 65 Mayflower Hill Drive, Waterville, Maine 04901, duly appointed and acting personal representative of the estate of GERALDINE E. SCHUSTER, deceased, testate, as shown by the Probate records of the County of Kennebec, and State of Maine, and not having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale, such notice not being required under the terms of the decedent's Will, by the power conferred by law, and every other power, in distribution of the estate, grants to MICHAEL A. LASKEY, of Waterville, County of Kennebec and State of Maine, whose address is 50 Matthews Avenue, Waterville, Maine 04901, his heirs and assigns forever,

the real property in Waterville, County of Kennebec and State of Maine, more particularly bounded and described as follows, to wit:

A certain lot or parcel of land, with the buildings thereon, situated in said Waterville, being Lot Number 46 on a Plan of Gilman Heights, and drawn by Francis V. Armstrong, C.E., said Plan dated December 4, 1939 and recorded in Plan Book Number 12, Page 77, in the Kennebec Registry of Deeds and as revised in April, 1948, and recorded in Plan Book 16, Page 2A, to which reference is made for a more particular description.

Subject, however, to the following restrictions numbered from One (1) to Thirteen (13), inclusive, which will be binding upon the said Grantee and all persons claiming or holding under or through said Grantee.

1. *No lot of land shall be sold, the dimensions of which are less than seventy-five (75) feet by one hundred (100) feet.*

2. *That said land shall be used only for residential purposes and not more than one (1) residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, excepting that owners of three (3) or more contiguous lots located on the south side of Highland Avenue may subdivide said lots, provided that said subdivision shall not decrease the dimensions of any subdivision into lots of less than seventy-five (75) feet by one hundred (100) feet, and provided that insofar as any such lots created by such subdivision are concerned, the foregoing covenants of Restrictions shall be construed as applying to a single lot; nor shall any buildings at any time situated on said land be*

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used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building.

3. *The main entrance of any residence built on any lot, any boundary of which abuts Gilman Street, shall face Gilman Street; the main entrance of any residence built on any lot, any boundary of which abuts the First Rangeway, shall face the First Rangeway. The main entrance of any residence built on lots abutting only upon avenues, shall face the nearest avenue boundary line.*

4. *That any wall of any residence or other outbuildings, including garages, erected on any lot, any boundary of which abuts Gilman Street or the First Rangeway, shall not be erected nearer than thirty-five (35) feet from the Gilman Street line or the First Rangeway Street line; and any other wall of any such residence or other outbuildings, including garages, erected on any lot abutting Gilman Street or the First Rangeway shall not be erected nearer than twenty-five (25) feet from the nearest avenue street line, thereby extending a uniform building line thirty-five (35) feet along the Gilman Street line and along the First Rangeway Street line.*

5. *That any wall of any residence or other outbuildings, including garages, erected on any lot which abuts only upon avenues, shall not be erected nearer than twenty-five (25) feet from any avenue street line, and any other wall of any such residence or other outbuildings, including garages, erected on said lots, shall not be erected nearer than twenty-five (25) feet from the nearest avenue street line, thereby extending a uniform building line twenty-five (25) feet along all avenue street lines.*

6. *Each residence or other outbuildings, including garages, erected on any lot, must provide a space at least fifteen (15) feet on each side of said residence or said outbuildings, including garages, to the respective boundary lines of any adjoining lots, excepting that this Restriction shall not apply to the south boundary of lots located on the south side of Highland Avenue.*

7. *The cost of each main building on these lots shall be at least ninety-five hundred (\$9500) dollars, exclusive of all the buildings, landscaping, and any other improvements of the land not directly affixed to the main building.*

8. *That no placards or advertising signs other than such as relate to the sale or the leasing of said lot shall be erected or maintained on said lot or any building thereon.*

9. *That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from*

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residences on adjoining lots.

10. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lots or in any building thereon.

11. That if the owner of two or more contiguous lots purchased from the within Grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restrictions shall be construed as applying to a single lot.

12. The Grantor herein does not hold itself responsible for the enforcement of the foregoing restrictions.

13. It is understood that this property shall operate under the so-called (New Neighborhood Act), as adopted by the National Association of Real Estate Operators.

It is understood and agreed that the catch-basin partly situated on the northeast corner of the lot herein conveyed and the catch-basin drain running easterly and westerly just southerly of the northerly line of the premises herein conveyed are subject to rights granted the City of Waterville by Gilman Heights, Inc., by Quitclaim Deed dated October 9, 1948 and recorded in Kennebec Registry of Deeds, in Book 869 Page 228. This deed being subject to all rights and easements contained in said deed to the City of Waterville.

Being the same premises conveyed Geraldine E. Schuster by Warranty Deed of Petra Realty, Inc. dated November 5, 1970 and recorded in the Kennebec County registry of Deeds at Book 1534 Page 819. Geraldine Schuster died June 4, 1996, Kennebec County Probate Docket No. 96-348. See also Certificate of Discharge of Inheritance Tax Lien given to the Estate of Geraldine E. Schuster and recorded in the Kennebec Registry of Deeds at Book 5162 Page 24.

IN WITNESS WHEREOF, I, the said SEREEN TAYLOR, Personal Representative of the Estate of GERALDINE E. SCHUSTER, has hereunto set my hand and seal this 23rd day of ~~September~~, 1996.

Signed, Sealed and Delivered
in the presence of:

Bertrand A. Lamoine
Witness

Sereen Taylor
SEREEN TAYLOR

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ACKNOWLEDGEMENT

STATE OF MAINE
KENNEBEC, ss.

September 23 , 1996

Personally appeared the above named SERREEN TAYLOR, Personal Representative of the Estate of GERALDINE E. SCHUSTER and acknowledged the foregoing instrument to be her free act and deed in her said capacity.

Barbara A. Leavitt
NOTARY PUBLIC
BARBARA A. LEAVITT
Notary Public, Maine
My Commission Expires August 29, 2002
(print name)



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REGISTER OF DEEDS